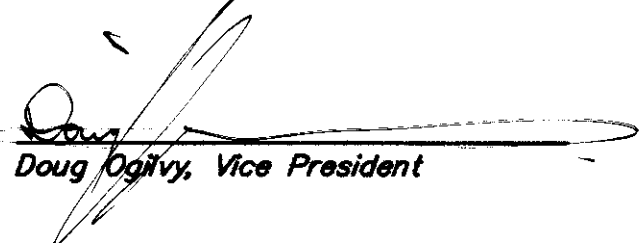


**OWNER'S STATEMENT**

Certificate of record owner and security holder

We the undersigned hereby certify, that as of the date of recordation of this Condominium Plan, to being the record owners and holders of security interests in the real property described herein. We also hereby certify to the consent of the recordation of this Condominium Plan pursuant to Chapter 1, Title 6, Part 4, Division Second, California Civil Code, by the County Recorder, Mono County, California.

RECORD OWNER: INTRAWEST CALIFORNIA HOLDINGS CORPORATION, A California Corporation



Doug Ogilvy, Vice President

State of California

County of Mono

On April 15, 2003 before me,

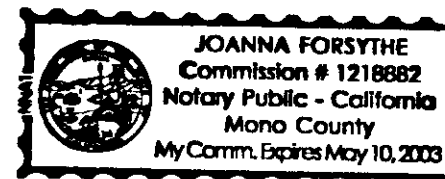
Joanna Forsythe  
a Notary Public in and for said County and State, personally appeared

Doug Ogilvy

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and (optional) official seal:

Joanna Forsythe Joanna Forsythe  
Notary Public (sign) and print name  
My commission expires: 5/10/2003  
County of my principal place of business: MONO

**NOTES AND DEFINITIONS**

This is a plan for a condominium project as those terms are used and defined in Title 6, Part 4, Division Second, California Civil Code.

- "Master Covenants" shall refer to the Declaration of Covenants, Conditions and Restrictions for The Village at Mammoth, A Master Planned Development, recorded in the Official Records of Mono County, California as Document No. 2001006650, as amended, together with First Declaration of Annexation recorded of even date herewith.
- "Condominium Covenants" shall refer to the Declaration of Covenants, Conditions and Restrictions for The Village at Mammoth Phase I, recorded in the Official Records of Mono County, California as Document No. 2001006657, as amended, together with First Declaration of Annexation (the "Condominium Declaration of Annexation") recorded of even date herewith.
- "Condominium Project" shall refer to the condominium created pursuant to the Condominium Covenants.
- "Phase Two of the Condominium Project" shall refer to the portion of Lot 1, Tract 36-193B more particularly identified by this Condominium Plan, and includes:
  - the "Units" defined by the Condominium Declaration of Annexation, including:
    - 67 "Residential Units" identified as 1201 through 1205, 1207, 1209, 1211, 1213 through 1216, 1218, 1220, 1301 through 1316, 1318, 1320, 1401 through 1416, 1418, 1420, 1501 through 1516, 1518, 1520.
    - 2 "Commercial Units" numbered C-20 and C-21;
    - 1 "Commercial Unit PM" identified as CPM Two;
    - 1 "Parking Unit" identified as Parking Unit 2;
    - 1 "Mechanical Unit" numbered MU7; and
    - 1 "Storage Unit" identified as Storage Unit Two.
  - the "Common Area" defined below.
- "Units" shall refer to the elements of the Condominium Project identified by this Condominium Plan that are designed to be owned separately, and not in common, including the Residential Units, the Commercial Units, the Commercial Unit PM (CPM Two), the Parking Unit (Parking Unit 2), the Mechanical Unit (MU7), and the Storage Unit (Storage Unit 2).
- "Residential Unit" shall refer to a Unit designed for residential purposes and shall be identified herein by the unit number.
- "Commercial Unit" shall refer to a Unit designed for general commercial uses and shall be identified herein by "C" followed by the unit number.
- "Commercial Unit PM" shall refer to the Commercial Unit designed for use by a management agent and shall be identified herein by the designation "CPM 2".
- "Parking Unit" shall refer to the Unit designated for use as a parking facility and shall be identified herein by the designation "Parking Unit 2".
- "Mechanical Unit" shall refer to a Unit designed for the housing of mechanical systems and facilities and shall be identified herein as "MU7".
- "Storage Unit" shall refer to a Unit designated for storage purposes and shall be identified herein by the designation "Storage Unit Two".
- "Common Area" shall refer to all of Phase Two of the Condominium Project other than the Units and shall be identified by the designation "CA". Any portion of Phase Two of the Condominium Project not designated otherwise shall be considered to be Common Area.
- "Community Association Property" shall, for the purposes of this Condominium Plan, refer to the portion of Lot 1, Tract 36-193B lying outside of Phase Two of the Condominium Project and shall be identified herein by the designation of "Community Association Property".
- "Exclusive Use Common Area" shall refer to those portions of the Common Area allocated for the exclusive use by the owner of one or more Units in the Condominium Project, but fewer than all Units. The exclusive Use Common Areas may be identified hereon by "EUCA" followed by the Unit number or numbers to which the Exclusive Use Common Area is appurtenant, or by the following designations:
  - "R" shall refer to those portions of the Common Area which are designated for the exclusive use of the owners of Residential Units within the Condominium Project and include areas to be used for corridor, stairway, elevator, lobby, trash, pool equipment, and similar purposes.
  - "RS" shall refer to those portions of the Common Area which are designated for the exclusive use of the owners of Residential Units within the Condominium Project and include areas to be used for residential storage purposes.
  - "RR-1" shall refer to those portions of the Common Area which are designated for the exclusive use of the owners of Commercial Units C20, and include areas to be used for rest room facilities which are subject to easement rights for use by others pursuant to the terms and conditions of an easement and cost sharing agreement.
  - "E" shall refer to those portions of the Common Area which are designated for the exclusive use of the owners of Residential Units within the Condominium Project and include areas to be used for recreational enjoyment purposes.
  - "B" shall refer to those portions of the Common Area which are designated for the exclusive use of the owner of a particular Unit designated and include areas to be used for patio purposes on the ground level and balcony purposes on upper levels. The exclusive use of these areas shall be designated by the letter "B" followed by the Unit number to which the patio or balcony is appurtenant.
  - "HK2" shall refer to those portions of the Common Area which are designated for the exclusive use of the owner of Commercial Unit PM Two and Commercial Unit PM One (as described in the Condominium Plan for The Village at Mammoth-Phase I).
  - "SU2" shall refer to those portions of the Common Area which are designated for the exclusive use of the owner of Storage Unit Two.

- The following are not a part of a Unit: bearing walls, columns, beams, floors, roofs, foundations, central heating, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof whenever located within the Unit.
- For further definition of terms not otherwise defined on this Condominium Plan, refer to the Condominium Covenants.
- All dimensions except subdivision boundaries are approximate as provided in Section 1351(e) of the California Civil Code.
- All lines defining condominium ownership areas intersect at 90° unless noted otherwise.
- In interpreting deeds and plans, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deeds and plans, regardless of setting or lateral movements of the building, and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.
- The boundaries of the space in each unit of the 73 units granted are measured to the interior surfaces of the vertical, horizontal, and inclined planes of the limits of the dimensions shown on sheets 2 through 9 which are the interior finished surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof, and the unit includes both the portions of the building so described and the airspace so encompassed.
- In the event of any conflict between the notes and the definitions set forth herein and the definitions contained in the Condominium Covenants, the Condominium Covenants shall control.

**RECORDER'S CERTIFICATE**

Document No. 2003004785 filed this 7<sup>th</sup> day of MAY, 2003, at 3:24 P.M., in Book 2 of Condominium Plans at Pages 41-41G at the request of Intrawest California Holdings, Inc.

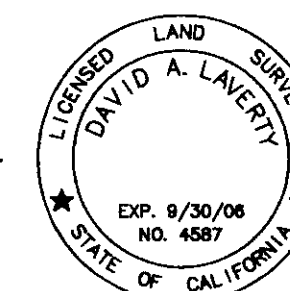
Renn Nolan  
County Recorder

By Delores R. Wax  
Deputy County Recorder

**SURVEYOR'S STATEMENT**

I hereby state that I am a Licensed Land Surveyor of the State of California and that this plan consisting of 9 sheets correctly represents: (1) A true and complete survey of the perimeter of the project, Lot 1 of Tract 36-193B, made under my supervision in MARCH, 2000; and (2) the proposed locations of air spaces and buildings.

April 2 2003  
Date



David A. Laverty  
David A. Laverty, L.S. 4587  
Expires 9/30/06

**LEGAL DESCRIPTION**

Lot 1 of Tract No. 36 -193B as recorded in Book     , Page      of Tract Maps, on file in the office of the County Recorder, Mono County, California.

**CONDOMINIUM PLAN FOR  
THE VILLAGE AT  
MAMMOTH - PHASE II  
(ANNEXATION TO THE VILLAGE AT  
MAMMOTH PHASE I)**

TOWN OF MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 36-193B  
PER MAP RECORDED IN BOOK 10 OF TRACT MAPS, AT  
PAGES 425 THROUGH 452A

1769\varm-phases-2k.dwg  
trad/holmes associates

SHEET 1 OF 9